

INTERVIEW SUBSTANCE AND REMARKS

Applicants wish to thank the Examiner and her Supervisor for their time and the constructive comments they provided during the Examiner Interview of December 13, 2007. Claims 1-28, 96, 104-105, 113-115, and 124 remain pending in the application. Claims 1, 7, 28 and 114 have been amended based on the input received from the Examiner and her Supervisor. Applicants appreciate the willingness of the Examiner and/or her Supervisor to review the amended claims prior to issuing an action in response to the Request for Continued Examination filed on October 31, 2007.

Specifically, the Examiner and her Supervisor apparently perceived some ambiguity with respect to Applicants' claim language of "paying an aggregate fixed sum at maturity." For example, it was suggested such language could be perceived as meaning that a holder (or holders) of separate contracts in a contract bundle would pay an aggregate fixed sum at maturity for an underlying basis of the contract bundle (such as a particular product or service), rather than the separate contracts in the contract bundle paying off an aggregate fixed sum at maturity to the holder or holders of the separate contracts within the contract bundle. Accordingly, Applicants have amended claims 1, 7, 28 and 114 to address this issue. No new subject matter has been added via Applicants' amended claims.

Applicants' amended claims are supported by Applicants' specification. For example, Applicants teach "an event contract may pay off either \$10 or \$0 depending on the outcome of a specified event. If a particular criteria is met (i.e. a particular outcome occurs), then the claim pays off \$10." Application Paragraph No. 0055. Thus, one contract in Applicants' exemplary contract bundle is for the occurrence of the event and the other contract in the exemplary contract bundle is for the non-occurrence of the event. Accordingly, in this example, Applicants teach paying off an aggregate fixed sum at maturity of $\$0 + \$10 = \$10$.

Applicants' amended claims remain patentable over U.S. Patent No. 5,970,479 to Shepherd ("Shepherd") and U.S. Patent Application Publication No. US 2002/0042770 A1 to Van Slyke et al. ("Van Slyke"):

Van Slyke does not teach or suggest establishing a contract bundle paying off an aggregate fixed sum at maturity, because determination of an aggregate fixed sum at maturity requires by definition the identification of the parts forming the aggregate sum. Van Slyke's parts forming the aggregate sum are unidentified at the time of issuance or establishment of a LIC. Indeed, Van Slyke's parts forming the aggregate sum are identified (if at all) after the underlying LICs have already been established and optionally bundled. Even assuming the respective contracts are bundled, Van Slyke's Liquid Insurance Contracts ("LIC") are not similar to Applicants' separate contracts. Van Slyke's abstract expressly states that (emphasis added): "A liquid insurance contract (LIC) comprises a security which is traded or tradable and which has cash flows to the issuer based upon a liability whose exact value is unknown at the time of issuance." By definition, if Applicants taught Van Slyke's bundle of separate contracts whose exact value was unknown at the time of issuance, the contract bundle would pay off an aggregate variable sum at maturity. Indeed, Applicants claim a contract bundle paying off an aggregate fixed sum at maturity that may be determined at the time of issuance.

Shepherd does not teach or suggest paying off an aggregate fixed sum at the time of maturity. In relevant pertinent part, Shepherd col. 4, lines 18-21 states (emphasis added): "...stakeholders can input contract data representing at least one offered contract in at least one predetermined phenomenon, each said phenomenon having a range of future outcomes." Consequently, Shepherd pays a variable sum at the time of maturity that is only determinable and known at the time of maturity.

Although Applicants have made amendments, said amendments are made without prejudice to presentation or assertion in the future of claims on the subject matter affected thereby. Applicants reserve the right to pursue the original claims and/or similar claims in subsequent amendments, continuations or other descendents of the present application.

CONCLUSION

Based on the foregoing remarks, Applicants believe the application is in condition for allowance. If the Examiner has questions regarding the case, the Examiner is invited to contact Applicants' undersigned representative at the number given below.

Respectfully submitted,
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